

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6793653

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LINEWEIGHT LLC	07/01/2021
CRYE PRECISION, LLC	07/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIRSTSPEAR, LLC
<b>Street Address:</b>	2015 CORPORATE 44 DRIVE
<b>City:</b>	FENTON
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63026
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9173436
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(314)256-2549
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	314-571-4979
<b>Email:</b>	patents@tuckerellis.com
<b>Correspondent Name:</b>	KEITH GRADY/TUCKER ELLIS LLP
<b>Address Line 1:</b>	100 SOUTH 4TH ST.,
<b>Address Line 2:</b>	SUITE 600
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63102
<b>ATTORNEY DOCKET NUMBER:</b>	017692-000001
<b>NAME OF SUBMITTER:</b>	KEITH GRADY
<b>SIGNATURE:</b>	/Keith Grady/
<b>DATE SIGNED:</b>	07/01/2021
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement") is entered into as of 4th day of July, 2021 ("Effective Date") by and among Lineweight LLC, a New York limited liability company having its principal place of business at 63 Flushing Avenue, Unit 252, Brooklyn, New York 11205 ("LINEWEIGHT"), Crye Precision LLC, a New York limited liability company having its principal place of business at 63 Flushing Avenue, Unit 252, Brooklyn, New York 11205 ("CRYE"), and FirstSpear, LLC, a Missouri limited liability company having its principal place of business at 2015 Corporate 44 Drive, Fenton, Missouri 63026 ("FIRSTSPEAR"). LINEWEIGHT, CRYE, and FIRSTSPEAR shall be collectively referred to herein as "the Parties" and individually as a "Party."

WHEREAS, LINEWEIGHT and CRYE filed suit against FIRSTSPEAR for infringement of U.S. Patent No. 9,173,436 in an action styled *Lineweight LLC v. FirstSpear, LLC*, Case No. 4:18-cv-0387-JAR in the United States District Court for the Eastern District of Missouri ("the Lawsuit");

WHEREAS, LINEWEIGHT exclusively licensed U.S. Patent No. 9,173,436 ("436 Patent") to CRYE ("Exclusive License");

WHEREAS, to settle the Lawsuit, LINEWEIGHT, CRYE and FIRSTSPEAR executed a Settlement Agreement on May 14, 2021 ("Settlement Agreement"), under which LINEWEIGHT agreed to convey, transfer, and assign the '436 Patent to FIRSTSPEAR; and

WHEREAS, the Parties desire to enter into this Agreement whereby LINEWEIGHT will convey, transfer, and assign the '436 Patent to FIRSTSPEAR and LINEWEIGHT and CRYE will assign the Exclusive License to FIRSTSPEAR.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LINEWEIGHT and CRYE hereby irrevocably convey, transfer, and assign to FIRSTSPEAR all of LINEWEIGHT's and CRYE's right, title, and interest in and to the following (the "Assigned Patent Rights"):

- (a) as to LINEWEIGHT, the '436 Patent;
- (b) all rights of any kind whatsoever of LINEWEIGHT and CRYE accruing under the '436 Patent and the Exclusive License, provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) as to LINEWEIGHT and CRYE, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, including the '436 Patent and the Exclusive License; and
- (d) as to LINEWEIGHT and CRYE, any and all claims and causes of action with respect to any of the foregoing, including the '436 Patent and the Exclusive License,

whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. License. FIRSTSPEAR hereby grants LINEWEIGHT, CRYE and their respective affiliates an irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license, without the right to sublicense, to the '436 Patent, as of the effective date of this Agreement. For the avoidance of any doubt, this irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license, without the right to sublicense, to the '436 Patent expressly includes the right to have unrelated third parties manufacture items covered by the '436 Patent for sale, use, importation and/or exportation by LINEWEIGHT, CRYE and/or their respective affiliates.

3. Recordation and Further Actions. LINEWEIGHT hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by FIRSTSPEAR. LINEWEIGHT and CRYE shall take such steps and actions, and provide such cooperation and assistance to FIRSTSPEAR and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patent Rights to FIRSTSPEAR, or any assignee or successor thereto.

4. Terms of the Settlement Agreement. The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the '436 Patent. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement, whether wet signature or electronic signature, delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to

any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Patent Assignment Agreement as of the date first above written.

Lineweight, LLC

By: [Signature]  
Name: Gregg Thompson  
Title: Executive Director

STATE OF NEW YORK

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COUNTY OF KINGS

On the 1 day of July, 2021, before me personally appeared Gregg Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the Executive Director of Lineweight, LLC, and acknowledged the instrument to be [his/her] free act and deed/the free act and deed of Lineweight, LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Alexis Tringas

My Commission Expires: 10/28/2023

ALEXIS E. TRINGAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02TR6399664  
Qualified in Kings County  
My Commission Expires 10-28-2023

Crye Precision, LLC

By: [Signature]

Name: Gregg Thompson

Title: Executive Director

STATE OF NEW YORK

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COUNTY OF KINGS

On the 1 day of July, 2021, before me personally appeared Gregg Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the Executive Director of Crye Precision, LLC, and acknowledged the instrument to be [his/her] free act and deed/the free act and deed of Crye Precision, LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public

Printed Name: Alexis Tringas

My Commission Expires: 10/28/2023

ALEXIS E. TRINGAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02TR6399664  
Qualified in Kings County  
My Commission Expires 10-28-2023

FirstSpear, LLC

By: [Signature]

Name: SCOTT CARVER

Title: PRESIDENT/CEO

STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
COUNTY

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On the 15<sup>th</sup> day of July, 2021, before me personally appeared  
Scott Carver, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument,  
who, being duly sworn, did depose and say that (he/she) executed the same in (his/her)  
authorized capacity as the President/CEO of FirstSpear, LLC, and acknowledged  
the instrument to be (his/her) free act and deed/the free act and deed of FirstSpear, LLC for the  
uses and purposes mentioned in the instrument.

[Signature]  
Notary Public

Printed Name: Zachary A. Mills

My Commission Expires: 08/03/2024

